

**MEMORANDUM OF AGREEMENT**

**AMONG**

**THE FEDERAL COMMUNICATIONS COMMISSION,**

**THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,**

**AND [REDACTED], REGARDING THE PROPOSED COMMUNICATIONS  
TOWER AT 1 [REDACTED] STREET, LUDLOW, HAMPDEN COUNTY, MASSACHUSETTS**

**WHEREAS,** [REDACTED] (“[REDACTED]”) proposes to construct a 170-foot monopole telecommunications tower at 1 [REDACTED] Street, Ludlow, Hampden County, Massachusetts (with coordinates of N [REDACTED]° [REDACTED]’ [REDACTED]” and W [REDACTED]° [REDACTED]’ [REDACTED]”); and

**WHEREAS,** [REDACTED] (“[REDACTED]”), a licensee of the Federal Communications Commission (“FCC”), intends to locate one or more antennas on the tower; and

**WHEREAS,** the FCC has determined the construction of the proposed tower is a federal undertaking; and

**WHEREAS,** [REDACTED], pursuant to delegation from the FCC, initiated the National Historic Preservation Act (“NHPA”) Section 106 review for the site as required by the FCC rules, 47 C.F.R. § 1.1307(a)(4); and

**WHEREAS,** [REDACTED] has consulted with the Massachusetts State Historic Preservation Officer (“Massachusetts SHPO”), pursuant to 36 C.F.R. Part 800, regulations implementing Section 106 of the NHPA, and has been invited to participate in this Memorandum of Agreement; and

**WHEREAS,** the FCC and the Massachusetts SHPO have determined that the tower construction would have an adverse effect on the Ludlow Village Historic District, which is listed in the National Register of Historic Places (“NRHP”); and

**WHEREAS,** the FCC and the Massachusetts SHPO have determined that the above-referenced historical resource is the only site listed or eligible for listing in the NRHP within the area of potential effects (“APE”) that would be affected by the proposed tower construction; and

**WHEREAS,** [REDACTED], consistent with the Commission’s requirements for environmental review, has considered and evaluated a number of alternative sites for locating the proposed tower and has concluded that all of the sites considered are either unavailable for [REDACTED]’s use, are unacceptable to the community, or are unsatisfactory from a technical radio frequency perspective for the coverage needs of the communications system supported by the antennas to be located on the facility; and

**WHEREAS,** members of the general public and other interested parties were afforded an opportunity to participate in and comment on this proceeding by contacting the Ludlow Planning Department pursuant to notices published in *The Register* newspaper on January 31, 2001, and on February 7, 2001; and

**WHEREAS,** the local government officials of the city of Ludlow approve construction of the tower at the proposed location; and

**WHEREAS**, the FCC has consulted with the Massachusetts SHPO and other consulting parties to ensure that historic properties affected by the construction of the tower are taken into account; and

**WHEREAS**, the Advisory Council on Historic Preservation (“Advisory Council”) has declined to participate in the negotiation of this Memorandum of Agreement;

**NOW THEREFORE**, the FCC, the Massachusetts SHPO, and [REDACTED] agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties, and that these measures shall constitute full, complete and adequate mitigation measures under the NHPA and the implementing regulations of the Advisory Council and the FCC.

## **STIPULATIONS**

The FCC, through coordination with [REDACTED], will ensure that the following measures are carried out:

### **I. DESIGN OF THE FACILITY**

- A. The facility will consist of a monopole tower 51.51 meters (170 feet) in height with an outside diameter of the top section of the monopole measuring 40.64 centimeters (16 inches).
- B. The antennas will be mounted on low profile antenna standoffs.
- C. The tower and antennas will be painted a neutral bronze color.
- D. Antennas collocated on this facility in the future will use low-profile antenna standoffs, painted bronze to match the tower.

[REDACTED] shall advise the Massachusetts SHPO in writing on the progress of mitigation measures outlined herein at six months and one year after the date the FCC issues a Finding of No Significant Impact or otherwise authorizes construction of the tower.

### **II. REMOVAL**

In the event that [REDACTED] or its successor abandons the tower and associated facilities described herein, [REDACTED] or its successor shall disassemble the tower and associated facilities and notify the Massachusetts SHPO.

### **III. DISPUTE RESOLUTION**

Should the Massachusetts SHPO object within 21 days to any plans provided for review pursuant to this Memorandum of Agreement, the FCC shall consult with the Massachusetts SHPO to resolve the objection. If the FCC determines that the objection cannot be resolved, the FCC shall request further comments or recommendations of the Advisory Council concerning the dispute pursuant to 36 C.F.R. Part 800. Any Advisory Council comment provided in response to such a request will be taken into account by the FCC in accordance with 36 C.F.R. Part 800 with reference only to the subject of the dispute. The FCC’s responsibility to carry out all actions under the Memorandum of Agreement that are not the subject of the dispute will remain unchanged.

#### **IV      ENFORCEMENT**

Failure to carry out the terms of this Memorandum of Agreement will require that the FCC again request the comments of the Advisory Council, in accordance with 36 C.F.R. Part 800. If the terms of this Memorandum of Agreement are not implemented, the FCC shall provide the Advisory Council with the opportunity to comment on the effects and mitigation alternatives.

#### **V.      OTHER REQUIREMENTS**

██████████ will file with the FCC an application and environmental assessment within fifteen (15) days of the effective date of this Memorandum of Agreement. ██████████ will not initiate construction of the tower until the FCC has approved the environmental assessment.

Execution of this Memorandum of Agreement and implementation of its terms evidence that the FCC has afforded the Advisory Council a reasonable opportunity to comment on the proposed ██████████ telecommunications tower and that the FCC has taken into account the effects of this undertaking on historic properties. The terms of this agreement shall be carried out within two (2) years from the date the FCC issues a Finding of No Significant Impact or otherwise authorizes construction of the tower, unless the FCC, Massachusetts SHPO and ██████████ agree in writing to an extension for carrying out its terms. This Memorandum of Agreement shall be effective upon notice from the FCC that all parties have agreed to and signed this Memorandum of Agreement.

#### **FEDERAL COMMUNICATIONS COMMISSION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

██████████  
Deputy Chief, Commercial Wireless Division  
Wireless Telecommunications Bureau

**MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Ms. [REDACTED]

Massachusetts Deputy State Historic Preservation Officer

[REDACTED]

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mr. [REDACTED]

President

[REDACTED], Incorporated

**{Note to Reader: this signatory was the tower owner.}**

**Concurring Party:**

[REDACTED]

By: \_\_\_\_\_

Date: \_\_\_\_\_

Ms. [REDACTED]  
Compliance Manager

[REDACTED]

**{Note to Reader: this concurring party was an FCC Licensee but not the owner of the tower.}**